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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JANE DOE, individually and on behalf of all others similarly situated,

Civil Case No. 4:20-CV-07493-YGR

Plaintiff,

**NOTICE REGARDING CLASS SIZE AND
INCREASE IN SETTLEMENT AMOUNT**

v.
YOUTUBE, INC.,

Judge: The Honorable Yvonne Gonzalez Rogers

Defendant.

1 TO THIS HONORABLE COURT, THE PARTIES, COUNSEL OF RECORD, AND ANY
2 INTERESTED PERSONS, please take notice of the following:

- 3 1. On or about September 8, 2022, Plaintiff Jane Doe (“Plaintiff”) and Defendant YouTube, LLC
4 (“Defendant” or “YouTube”) (collectively, the “Parties”) entered into that certain Class
5 Settlement and Release Agreement (the “Settlement Agreement”) to resolve this action.
- 6 2. The Settlement Amount as defined and specified in the Settlement Agreement was premised on
7 there being 1,300 Class Members. The Parties agreed to increase the Settlement Amount on a per-
8 capita basis (but subject to an upper limit) as set forth in Section 13.2 of the Settlement Agreement
9 and the Confidential Supplemental Agreement referenced therein.
- 10 3. Consistent with the Court’s order granting preliminary approval, the Settlement Administrator
11 received a list of the Class Members. That list reflects a total of 1,432 Class Members, which
12 exceeds the previously-agreed upper limit.
- 13 4. The Parties engaged in good-faith negotiations regarding the increase in the number of Class
14 Members and reached agreement (the “Supplemental Agreement”) on an appropriate increase to
15 the Settlement Amount. Based on that Supplemental Agreement, the Parties have agreed to
16 proceed with the settlement as to the entire class except that the Settlement Amount will increase
17 to \$4,702,544.80, which reflects a pro rata increase in settlement amount based on the increase in
18 class size. All other aspects of the Settlement Agreement and the Confidential Supplemental
19 Agreement remain in place.
- 20 5. To adhere to the Court’s instructions and schedule for notice, objections (if any), and final
21 approval, the Parties intend to submit the Supplemental Agreement when signed. Plaintiff will
22 include an explanation of the increase in the Settlement Amount in the notice website.
23 Should the Court require further information or have any concerns, the Parties welcome any inquiry or
24 conference the Court may require.

1 Dated: October 26, 2022

Respectfully Submitted,

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3 JOSEPH SAVERI LAW FIRM, LLP

4 By: /s/ Steven N. Williams
Steven N. Williams

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23 *Counsel for Plaintiff and the Proposed Class*